

18371  
AUG 24 1993 2:22 PM  
INTERSTATE COMMERCE COMMISSION  
18371  
AUG 24 1993 2:22 PM  
INTERSTATE COMMERCE COMMISSION

DONELAN, CLEARY, WOOD & MASER, P. C.  
ATTORNEYS AND COUNSELORS AT LAW  
SUITE 850  
1275 K STREET, N. W.  
WASHINGTON, D. C. 20005-4078  
TELEPHONE: (202) 371-9500  
TELECOPIER: (202) 371-0900

3-236A012  
18371  
AUG 24 1993 2:22 PM  
INTERSTATE COMMERCE COMMISSION

August 24, 1993

New Recordation No., -A, -B and -C

\$64.00 filing fees

Dear Mr. Strickland:

On behalf of Greyhound Financial Corporation, I submit for filing and recording under 49 U.S.C. § 11303 and the regulations promulgated thereunder, counterparts of four documents, first a primary document, not previously recorded, entitled Memorandum of Lease, executed June 25, 1993, to be recorded under a new Recordation No., and three related secondary documents, not previously recorded, entitled, as to the one to be recorded under -A, Memorandum of Supplement to Memorandum of Lease; as to the one to be recorded under -B, Assignment of Lease and as to the last, to be recorded under -C, entitled Collateral Assignment and Agreement.

1. The parties to the Memorandum of Lease ("Lease"), executed June 25, 1993, to be recorded under a new Recordation No., are:

Pac Rail Suite 1655 Two Embarcadero Center San Francisco, CA 94111	- LESSOR
Southern Pacific Transportation Company One Market Plaza San Francisco, CA 94105	- LESSEE

The said Lease covers the leasing by the Lessor to the Lessee of some twenty five (25) covered gondola cars.

The equipment covered in the Lease is as identified in Appendix A to the Lease.

A short summary of the Lease to appear in the ICC Index is as follows:

"Lease of 25 gondolas, PRAX 950000-950024."

2. The parties to the Memorandum of Supplement to Memorandum of Lease, ("Supplement"), to be recorded under -A are the above Lessor and Lessee.

The said Supplement adds seventy one (71) open top hopper cars to the Lease and should be recorded under -A of the new Recordation No. assigned to the Lease.

A short summary of the Supplement to appear in the ICC Index is as follows:

"Adds 71 open top hopper cars to Lease, PRAX numbers."

→ See last page for cross indexing

*C. Donelan*

AUG 24 12 16 PM '93  
RECORDING UNIT

DONELAN, CLEARY, WOOD & MASER, P. C.

3. The parties to the Assignment of Lease, to be recorded under -B, are:

Pac Rail Suite 1655 Two Embarcadero Center San Francisco, CA 94111	-	ASSIGNOR
---	---	----------

Pac Rail II Suite 1655 Two Embarcadero Center San Francisco, CA 94111	-	ASSIGNEE
--	---	----------

The aforesaid Assignment of Lease, assigns all right, title and interest of Assignor to Assignee in, to and under the above Lease, and the related lease mentioned therein, as may be amended or supplemented, and the said Assignment of Lease should be recorded under -B of the new Recordation No. assigned to the Lease.

The equipment covered by the Assignment of Lease is all the equipment covered by the Lease, as may be amended or supplemented.

A short Summary of the Assignment of Lease to appear in the ICC Index is as follows:

"Assignment of Lease."

4. The parties to the Collateral Assignment and Agreement, to be recorded under -C, are:

Pac Rail II Suite 1655 Two Embarcadero Center San Francisco, CA 94111	-	ASSIGNOR
--	---	----------

Greyhound Financial Corporation Dial Corporate Center Dial Tower Phoenix, Arizona 85077	-	ASSIGNEE
--	---	----------

The aforesaid Collateral Assignment and Agreement grants, assigns and sets over from the Assignor to the Assignee a security interest in, to and under the above Lease as may be amended or supplemented and the said Collateral Assignment and Agreement should be recorded under -C of the new Recordation No. assigned to the Lease.

The equipment covered by the Collateral Assignment and Agreement is all the equipment covered by the Lease, as may be amended or supplemented.

A short Summary of the Collateral Assignment and Agreement to appear in the ICC Index is as follows:

"Assigns Security Interest in Lease."

Please index separately the names of the two above-mentioned Assignees in the ICC "Vendee/Assignee" Index Book ("white pages") as follows:

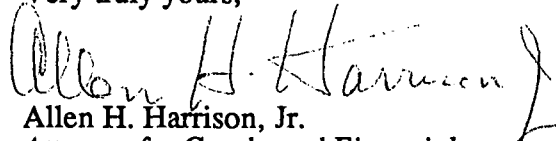
DONELAN, CLEARY, WOOD & MASER, P. C.

1. Index under Pac Rail II saying, "See Recordation No. 18371 -B."
2. Index under Greyhound Financial Corporation saying, "See Recordation No. 18371 -C."

Enclosed is a check in the amount of sixty four (\$64.00) in payment of the filing fees and requested indexing.

Once the filings have been made, please return to bearer the stamped counterpart(s) of the documents not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filings, and the two extra copies of this letter of transmittal.

Very truly yours,

  
Allen H. Harrison, Jr.  
*Attorney for Greyhound Financial  
Corporation for the purpose of this filing.*

Honorable Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423  
*Enclosures*  
**BY HAND**  
8346-020

18371  
RECORDED NO. FILED 1993

AUG 24 1993 - 12 15 PM

INTERSTATE COMMERCE COMMISSION

MEMORANDUM OF  
SUPPLEMENT TO  
MEMORANDUM OF LEASE

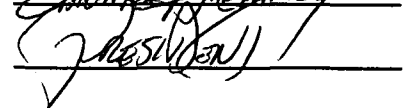
On the date hereof, the parties hereto entered into the Rider No. 3 dated March 20, 1993 which incorporates all the terms and conditions of that certain Railroad Cars Lease Agreement dated January 15, 1993 between Pac Rail, having its office at Two Embarcadero, Suite 1655, San Francisco, CA 94111, as lessor, and Southern Pacific Transportation Company, having an office at Southern Pacific Building, One Market Plaza, San Francisco, CA 94105, as lessee, pursuant to which Southern Pacific Transportation Company leased from Pac Rail the equipment described in Appendix A.

Executed this 25th day June, 1993.

PAC RAIL

By: 

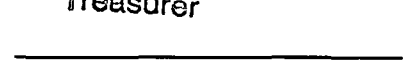
Name: 

Title: 

SOUTHERN PACIFIC TRANSPORTATION  
COMPANY

By: 

Name: 

Title: 

## APPENDIX A

### 100 TON OPEN TOP HOPPERS (71 CARS)

Seventy-one (71), 100 ton, 4000 cubic foot capacity open top hopper cars identified as follows:

PRAX 1466	PRAX 1494	PRAX 1518
PRAX 1467	PRAX 1495	PRAX 1519
PRAX 1468	PRAX 1496	PRAX 1520
PRAX 1469	PRAX 1497	PRAX 1521
PRAX 1470	PRAX 1498	PRAX 1522
PRAX 1471	PRAX 1499	PRAX 1523
PRAX 1472	PRAX 1500	PRAX 1524
PRAX 1473	PRAX 1501	PRAX 1525
PRAX 1475	PRAX 1502	PRAX 1526
PRAX 1476	PRAX 1503	PRAX 1527
PRAX 1477	PRAX 1504	PRAX 1528
PRAX 1478	PRAX 1505	PRAX 1529
PRAX 1479	PRAX 1506	PRAX 1530
PRAX 1480	PRAX 1507	PRAX 1531
PRAX 1482	PRAX 1508	PRAX 1532
PRAX 1483	PRAX 1509	PRAX 1533
PRAX 1484	PRAX 1510	PRAX 1534
PRAX 1485	PRAX 1511	PRAX 1535
PRAX 1487	PRAX 1512	PRAX 1536
PRAX 1488	PRAX 1513	PRAX 1537
PRAX 1490	PRAX 1514	PRAX 1538
PRAX 1491	PRAX 1515	PRAX 1539
PRAX 1492	PRAX 1516	PRAX 1540
PRAX 1493	PRAX 1517	

ACKNOWLEDGMENT

STATE OF CALIFORNIA       )  
                                  )  
COUNTY OF SAN FRANCISCO   )

SS

On 6/25/93, before me, personally appeared Edward A. Garvey, President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

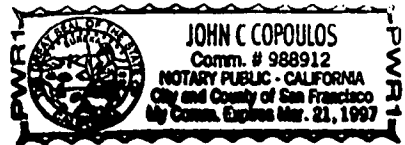
Signature:

John C. Copoulos  
Notary Public

(Seal)

My Commission Expires:

3/21/97



ACKNOWLEDGMENT

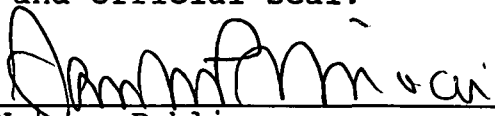
STATE OF CALIFORNIA )  
COUNTY OF SAN FRANCISCO ) SS

On July 21, 1993, before me, (her insert name and title of the officer), personally appeared

E.F. GRADY personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature:

  
Notary Public

(Seal)

My Commission Expires:

